THE CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY

BY-LAW No. 30 - 2012

"Being a by-law to authorize an Easement with Hydro One Networks Inc."

WHEREAS, Section 9 of the Municipal Act, R.S.O. 2001, as amended, states that a Municipality has the capacity, rights, powers and privileges of a natural person for the purposes of exercising its authority;

AND WHEREAS, The Corporation of the Municipality of Morris-Turnberry deems it necessary to transfer an easement to Hydro One Networks Inc., Servient lands: Part 6 & 7 on Plan 22R-5844, Lower Town Wingham, located in the Municipality of Morris-Turnberry; and is part of PIN 41051-0047 [LT];

AND WHEREAS, the easement is required by Hydro One Networks Inc. to enter on the property and/or erect, maintain, operate, repair, replace, relocate, upgrade, reconstruct and remove at any time, an electrical transmission line consisting of all necessary poles and all necessary anchors, guys, braces, wires, cables and associated material and equipment;

NOW THEREFORE THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY ENACTS AS FOLLOWS:

1. That the Mayor and Administrator Clerk-Treasurer be authorized to sign all the necessary documents for the hydro easement in favour of Hydro One Networks Inc.

Read a First and Second Time 17th of April, 2012.
Read a Third Time and Finally Passed 17th of April, 2012.

Paul Gowing, Mayor Nancy Michie, Administrator Clerk-Treasurer

I, Nancy Michie, Clerk of the Municipality of Morris-Turnberry, hereby certifies that this is a true copy of By-law No. 30-2012 for the Municipality of Morris-Turnberry, duly passed by Council on the 17th day of April, 2012.

Nancy Michie, Administrator Clerk-Treasurer
AND TO:  KRANTZ LAW PROFESSIONAL CORPORATION

Re: The Corporation of the Municipality of Morris-Turnberry Transfer Easement to Hydro One Networks Inc SERVIENT LANDS: Part 6 & 7 on Plan 228-5844, Municipal Property of Morris-Turnberry (Wingham)

This will confirm that:

☐ We have reviewed the information set out in this Acknowledgement and Direction and in the documents described below (the “Documents”), and that this information is accurate.

☐ You, your agent or employee are authorized and directed to sign, deliver and/or register electronically on my/our behalf the Documents in the form attached.

☐ The effect of the Documents has been fully explained to me/us, and I/we understand that I/we am a party to and bound by the terms and provisions of the Documents to the same extent as if I/we had signed them, and

☐ I/we are in fact the parties named in the Documents and I/we have not misrepresented our identities to you.

☐ ____________________________________________________________________________

DESCRIPTION OF ELECTRONIC DOCUMENTS

The Document(s) described in the Acknowledgement and Direction are the document(s) selected below which are attached hereto as “Document in Preparation” and are:

☐ A Transfer of the land described above

☐ A Charge of the land described above

☐ Other documents set out in Schedule “S” attached hereto

Dated at ________ Municipality ________________ this _______ day of __________ , 2012.

WITNESS

(As to all signatures, if required)

THE CORPORATION OF THE MUNICIPALITY OF

Morris-Turnberry

Per:
Name: Paul Gowing
Title: Mayor

Per:
Name: Nancy Hickey
Title: Administrator Clerk-Treasurer
Consideration

Consideration $2200

Transferor(s)

The transferor(s) hereby transfers the easement to the transferee(s).

<table>
<thead>
<tr>
<th>Name</th>
<th>THE CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Acting as a company</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address for Service</th>
<th>41542 Morris Road</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>P.O. Box 310</td>
</tr>
<tr>
<td></td>
<td>Brussels, ON N0G 1H0</td>
</tr>
</tbody>
</table>

This document is not authorized under Power of Attorney by this party.

This document is being authorized by a municipal corporation The Corporation of the Municipality of Morris-Turnberry by Paul Gowen, Mayor and Nancy Michie, Administrator Clerk-Treasurer.

Transferee(s)

<table>
<thead>
<tr>
<th>Name</th>
<th>HYDRO ONE NETWORKS INC</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Acting as a company</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address for Service</th>
<th>185 Clegg Road</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Markham, ON L6G 1B7</td>
</tr>
</tbody>
</table>

Statements

Schedule See Schedules

Calculated Taxes

| Provincial Land Transfer Tax | $0.00 |

File Number

<table>
<thead>
<tr>
<th>Transferor Client File Number</th>
<th>2012-14</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transferee Client File Number</td>
<td>76766-01000/63541-14164</td>
</tr>
</tbody>
</table>
1. KELLY CHAPMAN

    am:
    (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed.
    (b) A trustee named in the above-described conveyance to whom the land is being conveyed.
    (c) A transferee named in the above-described conveyance.

2. The total consideration for this transaction is allocated as follows:
   (a) Monies paid or to be paid in cash
   (b) Mortgages
   (c) Assumed (show principal and interest to be credited against purchase price)
   (d) Given Back to Vendor
   (e) Property transferred in exchange (detail below)
   (f) Fair market value of the land(s)
   (g) Liens, legacies, annuities and maintenance charges to which transfer is subject
   (h) Other valuable consideration subject to land transfer tax (detail below)
   (i) Value of land, building, fixtures and goodwill subject to land transfer tax (total of (a) to (i))
   (j) Value of all Chattels - items of tangible personal property
   (k) Other considerations for transaction not included in (g) to (j) above
   (l) Total consideration

3. The land is not subject to an encumbrance.

 PROPERTY Information Record

<table>
<thead>
<tr>
<th>A. Nature of Instrument</th>
<th>Transfer</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>LRO 22 Registration No.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>B. Property(s)</th>
<th>PIN 41051 - 0047 Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>WINGHAM</td>
</tr>
</tbody>
</table>

<table>
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<th>C. Address for Service</th>
<th>188 Clegg Road Markham ON L6G 1B7</th>
</tr>
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<th>D. In Last Conveyance(s)</th>
<th>PIN 41051 - 0047 Registration No.</th>
</tr>
</thead>
</table>

<table>
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<tr>
<th>(i) Legal Description for Property Conveyed</th>
<th>Same as in last conveyance? Yes</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>No</td>
</tr>
</tbody>
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Explanation for nominal consideration:

- Transfer of easement or right of way for no consideration.

- The land is not subject to an encumbrance.

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The Transferor hereby grants to Hydro One Networks Inc., hereinafter called the Transferee, its successors and assigns, the perpetual rights, easements, rights of way, covenants, agreements and privileges as herein set out in, through, under, over, across, along and upon that portion of the lands being Part of Patrick Street, Plan 410; shown as Parts 6 & 7 on Plan 22R-5844; Geographic Township of Ayr; County of Huron; Closed by By-law HC54599 the "Strip":

(a) to enter on and erect, maintain, operate, repair, replace, relocate, upgrade, reconstruct and remove at any time and from time to time, an electrical transmission line or lines and communication line or lines consisting of all necessary poles and all necessary anchors with all guys, braces, wires, cables, underground cables and associated material and equipment (all or any of which works are herein called "the line");

(b) to erect, maintain and use such gates as the Transferee may from time to time consider necessary in any fences which are now or may hereafter be installed on the Strip by the Transferee;

(c) to enter on and mark the location of the line under the Strip by suitable markers, but said markers when set in the ground shall be placed in fences or other locations which will not interfere with any reasonable use the Transferee shall make of the Strip;

(d) to enter on and cut selectively trees and shrubs on the Strip and to keep it clear of all trees, shrubs and brush which may interfere with the safe operation and maintenance of the line;

(e) subject to payment of additional compensation therefor, to cut, prune and remove, if necessary, trees located outside the Strip whose condition renders them liable to interfere with the safe operation and maintenance of the line;

(f) to enter on and conduct engineering and legal surveys in, on and over the Strip;

(g) to clear the Strip and keep it clear of all buildings, structures or other obstructions of any nature whatever including removal of any materials which in the opinion of the Transferee are hazardous to the line. Notwithstanding the foregoing, in all cases where in the sole discretion of the Transferee the safe operation and maintenance of the line is not endangered or interfered with, the Transferee from time to time or the person or persons entitled thereto, may with prior written approval of the Transferee, cut, prune and remove, if necessary, trees located outside the Strip whose condition renders them liable to interfere with the safe operation and maintenance of the line;

(h) to enter on, to exit from and to pass and repass at any and all times in, over, along, upon, across, through and under the Strip and so much of the Lands as may be reasonably necessary, at all reasonable times, for the Transferee and its respective officers, employees, workers, permittees, servants, agents, contractors, subcontractors, with or without vehicles, supplies, machinery, plant, material and equipment of all purposes necessary or convenient to the exercise and enjoyment of the said rights and easement subject to payment by the Transferee of compensation for any crop or other physical damage only to the Land caused by the exercise of this right of entry and possession, and

(i) to remove, relocate and reconstruct the line on or under the Strip, subject to payment by the Transferee of additional compensation for any damage caused thereby.
paved driveways and property line fences and further covenants and agrees not to change the grade of the Strip if in the opinion of the Transferee such act would interfere with the line.

All covenants herein contained shall be construed to be several as well as joint where the context or the identity of the Transferee so requires.

The burden and benefit of this Transfer of Easement shall run with the Strip and the works and undertaking of the Transferee and shall be binding upon and entire to the benefit of the parties herein, and their respective heirs, executors, administrators, successors and assigns.